



**OFFICE OF THE STAFF JUDGE ADVOCATE  
101ST AIRBORNE DIVISION (AIR ASSAULT) AND FORT CAMPBELL  
CLIENT SERVICES  
(270) 798-4432**

**LEMON LAW – Tennessee**

Tennessee Lemon Law protects certain consumers of motor vehicles that contain a nonconformity or defect in construction and are under express warranty. If this nonconformity continues to substantially impair the function of the vehicle after the manufacturer has had adequate opportunities to repair it, the vehicle is labeled a “lemon” and the consumer is entitled to certain remedies. A nonconformity “substantially impairs” a motor vehicle if it renders the vehicle unreliable or unsafe for normal operation, or reduces its resale market value below the average resale value for comparable motor vehicle.

**People protected by Tennessee’s lemon law.** The original purchaser, a lessee, any person to whom a motor vehicle is transferred during the duration of the express warranty, and any person entitled to enforce the warranty may claim under this law. Unlike many states, Tennessee not only protects the vehicle’s first owner (who purchased the vehicle from the dealership), but it extends protection to transferees who acquire a vehicle from another owner, *as long as it is during the period covered in an express warranty*, and that the nonconformity or defect is not due to abuse, neglect, or unauthorized modifications by the previous owner.

**Vehicles covered.** The Tennessee Lemon Law protects only self-propelled vehicles. This includes cars and motorcycles, but does not include motorized bicycles, motor homes, lawn mowers or garden tractors, recreational vehicles, off-road vehicles, or vehicles weighing over ten thousand pounds gross vehicle weight. Additionally, this law only covers vehicles under express warranties and not extended warranties.

**Steps to take if your vehicle has a nonconformity.** If there is a nonconformity or defect that substantially impairs your motor vehicle, you must report the nonconformity to the manufacturer. According to the Tennessee Division of Consumer Affairs, *this must be done within the first year of owning the vehicle, or within the term of the express warranty – whichever is earlier*. This time period is known as the “term of protection.” If the address of the manufacturer is not readily available, you may notify the authorized dealer. Notification must be done in writing via certified mail.

**Manufacturers’ opportunity to repair.** The manufacturer is allowed a reasonable number of attempts to fix the nonconformity. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if (1) the same nonconformity has been subject to repair three or more times by the manufacturer or its agents or authorized dealers during the term of protection, but the nonconformity continues to exist or (2) the vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days during the term of protection. If the manufacturer is still not able to fix the nonconformity after these attempts, and the nonconformity continues to substantially impair the motor vehicle, then the vehicle is determined to be a “lemon.”

**Steps to take once your vehicle is established as a lemon.** Once your vehicle is established as a “lemon,” you must notify the manufacturer again in writing by certified mail. The manufacturer then has ten additional days to attempt to fix the nonconformity.

**Lemon owner entitlements.** If the manufacturer is still unable to repair the vehicle in these ten days after notification that the vehicle is a “lemon,” the manufacturer must replace the motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer



the full purchase price less a reasonable allowance for use. The full purchase price means the actual cost paid by the consumer, including but not limited to all sales tax, title charges, registration fees or license fees. A reasonable allowance for use means the amount directly attributable to use by a consumer prior to the consumer's first report of the nonconformity. Additionally, if the consumer prevails in legal action, the court may award attorney fees.

**Legal action and informal dispute settlement procedures.** If the manufacturer participates in an informal dispute settlement procedure, this procedure must first be utilized before any replacement vehicle or refund is given and before any court action can be initiated. You are not bound by any decision of the informal dispute settlement procedure and may still seek legal remedies. If you would like to begin legal action after completion of the informal dispute settlement procedure, you must file within one year from the date of original delivery of your vehicle or within six months from the expiration of your express warranty – whichever is later. Again, extended warranties are not considered.

**More information.** For more information, you may contact the Division of Consumer Affairs at 500 James Robertson Parkway, 12th Floor, Nashville, TN 37243, (615) 741-4737, or consult the website at <http://www.tn.gov/consumer/lemon.shtml>. For current Tennessee lemon law, you may also check the website [http://autopedia.com/html/LemonLaw/TN\\_lemonlaw2.html](http://autopedia.com/html/LemonLaw/TN_lemonlaw2.html). For additional information or assistance, you may contact Fort Campbell Consumer Affairs Office, located at 5662 Screaming Eagle Blvd, (270) 798-5528 or Fort Campbell Client Services Office, located in building 2765 Tennessee Avenue near 29th Street, (270) 798-4432.